

D8956 - P90

Online" and "Prize Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

251. Upon information and belief, on or about April 11, 2006, at approximately 8:33 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 234", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize an Alienware laptop, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff an Alienware laptop, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the

D8956 - P91

solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff an Alienware laptop, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants an Alienware laptop, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Online Gift Rewards" and "Claims Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

252. Upon information and belief, on or about April 11, 2006, at approximately 11:41 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 235", which:

D8956 - P92

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Circuit City Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Circuit City Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Circuit City Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Circuit City Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or

D8956 - P93

item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Premium Products Online," "Rewards Dept" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

253. Upon information and belief, on or about April 12, 2006, at approximately 10:18 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 236", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Gateway or Toshiba Laptop Computer, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Gateway or Toshiba Laptop Computer, but fails to set forth clearly and conspicuously,

D8956 - P94

and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Gateway or Toshiba Laptop Computer, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Gateway or Toshiba Laptop Computer, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Consumer Incentive Promotions," "Prize Dept.," "ResearchTestGroup" and "FreeGiftWorld" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

254. Upon information and belief, on or about April 12, 2006, at approximately 2:22

D8956 - P95

p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 237", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$100 DSW Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 DSW Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 DSW Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);

D8956 - P96

- (f) informs Plaintiff that he is eligible to receive from Defendants a \$100 DSW Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "My Cool Rewards" and "Special Rewards" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

255. Upon information and belief, on or about April 12, 2006, at approximately 11:00 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, [jferron@ferronlaw.com](mailto:jferron@ferronlaw.com), of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 238", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize an Alienware laptop, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;

D8956 - P97

- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff an Alienware laptop, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff an Alienware laptop, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants an Alienware laptop, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Online Gift Rewards" and "Special Rewards" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious



D8956 - P98

names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

256. Upon information and belief, on or about April 12, 2006, at approximately 11:53 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, [jferron@ferronlaw.com](mailto:jferron@ferronlaw.com), of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 239", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$100 Kmart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 Kmart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 Kmart Gift Card, but fails to disclose all of the terms, conditions and obligations

D8956 - P99

upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);

- (f) informs Plaintiff that he is eligible to receive from Defendants a \$100 Kmart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Exclusive Rewards," "Rewards Dept" and "Rewards Gateway" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

257. Upon information and belief, on or about April 13, 2006, at approximately 3:11 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 240", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Plasma TV and Xbox 360, which is a good, service and/or intangible for purposes that are primarily personal, family or household;

D8956 - Q1

- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Plasma TV and Xbox 360, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Plasma TV and Xbox 360, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Plasma TV and Xbox 360, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Consumer Incentive Promotions," "Research Test Group," "Free Gift World" and "PrizeDept"

D8956 - Q2

in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

258. Upon information and belief, on or about April 13, 2006, at approximately 6:16 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 241", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 Visa Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Visa Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109.4-3-

D8956 - Q3

02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 Visa Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 Visa Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Hot Gift Zone" and "PrizeDept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

259. Upon information and belief, on or about April 13, 2006, at approximately 6:20 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 242", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Free Gift of

D8956 - Q4

cellphones, laptops, Apple Ipad or game consoles, which is a good, service and/or intangible for purposes that are primarily personal, family or household;

- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Free Gift of cellphones, laptops, Apple Ipad or game consoles, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Free Gift of cellphones, laptops, Apple Ipad or game consoles, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Free Gift of cellphones, laptops, Apple Ipad or game consoles, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in

D8956 - Q5

order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Hot Gift Zone" and "Special Rewards" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

260. Upon information and belief, on or about April 13, 2006, at approximately 7:03 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 243", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Costco Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Costco Gift Card, but fails to set forth clearly and conspicuously, and in

D8956 - Q6

close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Costco Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Costco Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Consumer Incentive Promotions," "Prize Dept.," "FreeGiftWorld," and "ResearchTestGroup" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

261. Upon information and belief, on or about April 13, 2006, at approximately 9:36



D8956 - Q7

p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 244", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize \$100 worth of Coke or Pepsi, or a Free \$100 Restaurant Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff \$100 worth of Coke or Pepsi, or a Free \$100 Restaurant Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff \$100 worth of Coke or Pepsi, or a Free \$100 Restaurant Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at

D8956 - Q8

the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);

- (f) informs Plaintiff that he is eligible to receive from Defendants \$100 worth of Coke or Pepsi, or a Free \$100 Restaurant Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "National Survey Panel" and "PrizeDept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

262. Upon information and belief, on or about April 13, 2006, at approximately 10:13 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, [jferron@ferronlaw.com](mailto:jferron@ferronlaw.com), of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 245", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Plasma TV and Xbox 360, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that

D8956 - Q9

are primarily personal, family or household;

- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Plasma TV and Xbox 360, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Plasma TV and Xbox 360, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Plasma TV and Xbox 360, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Online Gift Rewards" and "ClaimsDept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was

D8956 - Q10

sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

263. Upon information and belief, on or about April 15, 2006, at approximately 9:41 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printcut of which is attached hereto and identified as "Exhibit 246", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Free Gift of Apple Ipod, game consoles, laptops or cellphones, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Free Gift of Apple Ipod, game consoles, laptops or cellphones, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Free Gift of

D8956 - Q11

Apple Ipod, game consoles, laptops or cellphones, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);

- (f) informs Plaintiff that he is eligible to receive from Defendants a Free Gift of Apple Ipod, game consoles, laptops or cellphones, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Hot Gift Zone" and "Claims Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

264. Upon information and belief, on or about April 16, 2006, at approximately 5:57 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 247", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a 37" Plasma TV and Xbox 360, which is a good, service and/or intangible for purposes that

D8956 - Q12

- are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
  - (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
  - (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a 37" Plasma TV and Xbox 360, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
  - (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a 37" Plasma TV and Xbox 360, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
  - (f) informs Plaintiff that he is eligible to receive from Defendants a 37" Plasma TV and Xbox 360, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
  - (g) displays within the body of the email the names "Online Gift Rewards"

D8956 - Q13

and "Special Rewards" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

265. Upon information and belief, on or about April 16, 2006, at approximately 7:15 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, [jferron@ferronlaw.com](mailto:jferron@ferronlaw.com), of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 248", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Burberry or Coach Designer Handbag, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Burberry or Coach Designer Handbag, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in

D8956 - Q14

the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Burberry or Coach Designer Handbag, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Burberry or Coach Designer Handbag, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Your Smart Rewards" and "Reward Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

266. Upon information and belief, on or about April 16, 2006, at approximately 6:38 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 249", which:



D8956 - Q15

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 American Express Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 American Express Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 American Express Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 American Express Gift Card, but fails to disclose clearly and

D8956 - Q16

conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Rewards Gateway" and "Dealchamp" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

267. Upon information and belief, on or about April 16, 2006, at approximately 7:46 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 250", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close

D8956 - Q17

proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Hot Gift Zone" and "Claims Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

268. Upon information and belief, on or about April 17, 2006, at approximately 9:24 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to

D8956 - Q18

Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 251", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize 4 Tires-\$500 Value, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff 4 Tires-\$500 Value, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff 4 Tires-\$500 Value, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants 4 Tires-

D8956 - Q19

\$500 Value, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Your Smart Rewards" and "Claims Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

269. Upon information and belief, on or about April 17, 2006, at approximately 10:24 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, [jferron@ferronlaw.com](mailto:jferron@ferronlaw.com), of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 252", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);

D8956 - Q20

- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Rewards Gateway" and "Dealchamp" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

D8956 - Q21

270. Upon information and belief, on or about April 17, 2006, at approximately 10:53 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 253", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Plasma TV and Xbox 360, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Plasma TV and Xbox 360, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Plasma TV and Xbox 360, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer

D8956 - Q22

and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);

- (f) informs Plaintiff that he is eligible to receive from Defendants a Plasma TV and Xbox 360, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Online Gift Rewards" and "Claims Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names that were not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

271. Upon information and belief, on or about April 18, 2006, at approximately 5:44 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 254", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that



D8956 - Q23

are primarily personal, family or household;

- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Target Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Target Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the name "PrizeDept" in such a manner as to imply that this is the name of the senders of the email, but this name is a fictitious name not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore,

D8956 - Q24

the use of this fictitious name constitutes an unfair or deceptive act or practice that violates R.C. §1345.02(A).

272. Upon information and belief, on or about April 18, 2006, at approximately 1:15 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 255", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Wal Greens Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Wal Greens Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Wal Greens Gift Card, but fails to disclose all of the terms, conditions and

D8956 - Q25

- obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Walgreens Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Rewards Gateway" and "Dealchamp" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

273. Upon information and belief, on or about April 18, 2006, at approximately 9:29 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, [jferron@ferronlaw.com](mailto:jferron@ferronlaw.com), of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 256", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize an Alienware Laptop, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other

D8956 - Q26

transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;

- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff an Alienware Laptop, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff an Alienware Laptop, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants an Alienware Laptop, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Online Gift Rewards" and "Claims Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not

D8956 - Q27

properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

274. Upon information and belief, on or about April 19, 2006, at approximately 12:32 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 257", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$250 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$250

D8956 - Q28

WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);

- (f) informs Plaintiff that he is eligible to receive from Defendants a \$250 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "E-ResearchGroup," "Direct to Consumer Interactive" and "Confirmation Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

275. Upon information and belief, on or about April 19, 2006, at approximately 2:31 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 258", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$100 DSW Gift Card, which is a good, service and/or intangible for purposes that are

D8956 - Q29

- primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
  - (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
  - (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 DSW Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
  - (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$100 DSW Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
  - (f) informs Plaintiff that he is eligible to receive from Defendants a \$100 DSW Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
  - (g) displays within the body of the email the names "My Cool Rewards" and

D8956 - Q30

"Special Rewards" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

276. Upon information and belief, on or about April 19, 2006, at approximately 4:55 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, [jferron@ferronlaw.com](mailto:jferron@ferronlaw.com), of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 259", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Gateway or Toshiba Laptop Computer, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Gateway or Toshiba Laptop Computer, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates



D8956 - Q31

O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Gateway or Toshiba Laptop Computer, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Gateway or Toshiba Laptop Computer, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Consumer Incentive Promotions," "FreeGiftWorld," "Prize Dept" and "ResearchTestGroup" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

277. Upon information and belief, on or about April 19, 2006, at approximately 11:09 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@feronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 260", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is

D8956 - Q32

eligible to receive for "FREE" or be awarded as a prize an Alienware Laptop, which is a good, service and/or intangible for purposes that are primarily personal, family or household;

- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff an Alienware Laptop, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff an Alienware Laptop, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants an Alienware Laptop, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D)

D8956 - Q33

and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Online Gift Rewards" and "Special Rewards" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

278. Upon information and belief, on or about April 20, 2006, at approximately 8:37 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 261", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Plasma TV and Xbox 360, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Plasma TV and Xbox 360, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which

D8956 - Q34

Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Plasma TV and Xbox 360, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Plasma TV and Xbox 360, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Consumer Incentive Promotions," "Research Test Group," "Free Gift World" and "PrizeDept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

279. Upon information and belief, on or about April 20, 2006, at approximately 8:06 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout

D8956 - Q35

of which is attached hereto and identified as "Exhibit 262", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Costco Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Costco Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Costco Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Costco Gift Card, but fails to disclose clearly and conspicuously all of the

D8956 - Q36

conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Consumer Incentive Promotions," "ResearchTestGroup," "Prize Dept" and "FreeGiftWorld" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

280. Upon information and belief, on or about April 20, 2006, at approximately 6:29 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 263", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Free Gift of cellphones, laptops, Apple Ipod or game consoles, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);

D8956 - Q37

- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Free Gift of cellphones, laptops, Apple Ipod or game consoles, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Free Gift of cellphones, laptops, Apple Ipod or game consoles, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Free Gift of cellphones, laptops, Apple Ipod or game consoles, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Hot Gift Zone" and "Special Rewards" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an

D8956 - Q38

unfair or deceptive act or practice that violates R.C. §1345.02(A).

281. Upon information and belief, on or about April 21, 2006, at approximately 3:31 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 264", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE"



D8956 - Q39

- item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a 4500 WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "e-ResearchGroup," "Direct To Consumer Interactive" and "RewardDept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

282. Upon information and belief, on or about April 21, 2006, at approximately 10:55 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 265", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a television, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other

D8956 - Q40

transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;

- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a television, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a television, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a television, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Hot Gift Zone" and "Claims Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly

D8956 - Q41

registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

283. Upon information and belief, on or about April 22, 2006, at approximately 9:59 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 266", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a free Gift of cellphones, laptops, Apple Ipod or game consoles, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a free Gift of cellphones, laptops, Apple Ipod or game consoles, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

D8956 - Q42

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a free Gift of cellphones, laptops, Apple Ipod or game consoles, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a free Gift of cellphones, laptops, Apple Ipod or game consoles, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Hot Gift Zone" and "Claims Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

284. Upon information and belief, on or about April 23, 2006, at approximately 5:19 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 267", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a 37" Plasma TV

D8956 - Q43

and Xbox 360, which is a good, service and/or intangible for purposes that are primarily personal, family or household;

- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a 37" Plasma TV and Xbox 360, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a 37" Plasma TV and Xbox 360, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a 37" Plasma TV and Xbox 360, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

D8956 - Q44

- (g) displays within the body of the email the names "Online Gift Rewards" and "Special Rewards" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

285. Upon information and belief, on or about April 23, 2006, at approximately 11:30 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, [jferron@ferronlaw.com](mailto:jferron@ferronlaw.com), of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 268", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 American Express Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 American Express Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE"

D8956 - Q45

- item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 American Express Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
  - (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 American Express Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
  - (g) displays within the body of the email the names "Rewards Gateway" and "Dealchamp" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

286. Upon information and belief, on or about April 23, 2006, at approximately 3:53 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, [jferron@ferronlaw.com](mailto:jferron@ferronlaw.com), of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 269", which:

D8956 - Q46

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Burberry and Coach Designer Handbag, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Burberry and Coach Designer Handbag, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Burberry and Coach Designer Handbag, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Burberry and Coach Designer Handbag, but fails to disclose clearly and



D8956 - Q47

conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Your Smart Rewards" and "Reward Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

287. Upon information and belief, on or about April 23, 2006, at approximately 4:22 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 270", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Sony 42" Widescreen Plasma TV, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Sony 42" Widescreen Plasma TV, but fails to set forth clearly and conspicuously,

D8956 - Q48

and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Sony 42" Widescreen Plasma TV, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a Sony 42" Widescreen Plasma TV, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "PrizeDept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

288. Upon information and belief, on or about April 24, 2006, at approximately 3:20 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to

D8956 - Q49

Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 271", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 WalMart Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 WalMart Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500

D8956 - Q50

WalMart Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);

- (g) displays within the body of the email the names "Rewards Gateway" and "Dealchamp" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

289. Upon information and belief, on or about April 24, 2006, at approximately 9:32 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 272", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize 4 Tires-\$500 Value, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff 4 Tires-\$500

D8956 - Q51

Value, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);

- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff 4 Tires-\$500 Value, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants 4 Tires-\$500 Value, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Your Smart Rewards" and "Claims Dept" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

290. Upon information and belief, on or about April 24, 2006, at approximately 2:03

D8956 - Q52

p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 273", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a television, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a television, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a television, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109:4-3-04(C) and R.C. §1345.02(A);

D8956 - Q53

- (f) informs Plaintiff that he is eligible to receive from Defendants a television, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Hot Gift Zone" and "Special Rewards" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).

291. Upon information and belief, on or about April 24, 2006<sup>9</sup>, at approximately 2:10 p.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 274", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a \$500 Wal Greens Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);

D8956 - Q54

- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Wal Greens Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a \$500 Wal Greens Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and, therefore, it violates O.A.C. §109: 4-3-04(C) and R.C. §1345.02(A);
- (f) informs Plaintiff that he is eligible to receive from Defendants a \$500 Wal Greens Gift Card, but fails to disclose clearly and conspicuously all of the conditions that Plaintiff must meet in order to receive the prize or item of value and, therefore, the advertisement violates O.A.C. §109: 4-3-06(D) and R.C. §1345.02(A);
- (g) displays within the body of the email the names "Rewards Gateway" and "Dealchamp" in such a manner as to imply that these are the names of the senders of the email, but these names are fictitious names not properly registered with the Ohio Secretary of State at the time the email was sent to Plaintiff and, therefore, the use of these fictitious names constitute an unfair or deceptive act or practice that violates R.C. §1345.02(A).



D8956 - Q55

292. Upon information and belief, on or about April 25, 2006, at approximately 4:57 a.m., Defendants knowingly authorized, caused, permitted and/or ratified the transmittal to Plaintiff's email account, jferron@ferronlaw.com, of an email message, a true and correct printout of which is attached hereto and identified as "Exhibit 275", which:

- (a) is an advertisement notifying Plaintiff that he has been selected or is eligible to receive for "FREE" or be awarded as a prize a Target Gift Card, which is a good, service and/or intangible for purposes that are primarily personal, family or household;
- (b) is a solicitation for the sale, lease, assignment, award by chance, or other transfer of one or more goods, services and/or intangibles for purposes that are primarily personal, family or household;
- (c) is a "consumer transaction" as defined in R.C. §1345.01(A);
- (d) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Target Gift Card, but fails to set forth clearly and conspicuously, and in close proximity to the words stating the offer, any and all material exclusions, reservations, limitations, modifications or conditions upon which Plaintiff's receipt and/or retention of the "FREE" item described in the solicitation are contingent and, therefore, it violates O.A.C. §109:4-3-02(C) and R.C. §1345.02(A);
- (e) conveys to Plaintiff Defendants' offer to provide to Plaintiff a Target Gift Card, but fails to disclose all of the terms, conditions and obligations upon which Plaintiff's receipt and retention of the "FREE" item are contingent clearly and conspicuously at the outset of the offer and,